

Established: July 15, 2026

AGC Inc.

Coupa Terms of Use

These Coupa Terms of Use (the “Terms”) set forth the terms and conditions for the use of Coupa and the CSP (as defined in Article 1, Item 1) in connection with electronic transactions between AGC Inc. (the “Company”) and any person or entity that conducts or intends to conduct transactions with the Company (collectively, “Suppliers”) using the electronic commerce system introduced by the Company and provided by Coupa K.K. (head office: 9-7-1 Akasaka, Minato-ku, Tokyo) (“Coupa”). Suppliers shall comply with these Terms when using Coupa and the CSP.

Article 1 (Definitions)

For purposes of these Terms, the following terms shall have the meanings set forth below.

① **CSP (Coupa Supplier Portal)**

The online portal for Suppliers provided by Coupa K.K. The CSP is used to exchange purchase orders, send and receive advance shipment notices, create and transmit invoices, create credit memos, and carry out other transaction-related activities designated by the Company between the Company and Suppliers using Coupa.

② **Declaration of Intent**

An act of communicating to the other party an intention concerning a contract or commercial transaction between the Company and a Supplier.

③ **Transaction Information**

All transaction-related information mutually provided through Coupa and the CSP in connection with requests for quotation, quotations, purchase orders, delivery, invoicing, and other Declarations of Intent relating to transactions between the Company and a Supplier.

④ **Authorized User**

An officer or employee of a Supplier (including temporary personnel; the same applies below) who uses Coupa and the CSP.

⑤ **Credentials**

An ID, password, or other authentication information designated by the Company that is required for an Authorized User to log in to Coupa and the CSP.

Article 2 (Use of Coupa and the CSP)

- 1 . In connection with transactions with the Company, a Supplier agrees that the Company and the Supplier will use Coupa and the CSP, and shall notify the Company, in the manner and form designated by the Company, that the Supplier agrees to these Terms.
- 2 . When the Company receives the notice referred to in the preceding paragraph, an agreement for the use of Coupa and the CSP (the "Usage Agreement") shall be formed between the Company and the Supplier, and these Terms shall apply.
- 3 . A Supplier shall comply with the Act on the Protection of Personal Information (Act No. 57 of 2003) and all other applicable laws and regulations when using Coupa and the CSP.
- 4 . If a Supplier wishes to discontinue its use of Coupa and the CSP for any reason, the Supplier may terminate the Usage Agreement by notifying the Company in writing (including by email; the same applies below) at least ninety (90) days before the desired discontinuation date and obtaining the Company's consent. The Company shall not unreasonably withhold such consent. Even after the Usage Agreement is terminated, the applicable provisions of these Terms shall continue to apply to obligations incurred by the Supplier before termination until those obligations have been fully performed.

Article 3 (Provision of Information)

- 1 . If registration of information designated by the Company is required for the use of Coupa and the CSP, a Supplier shall provide such information to the Company in accordance with the method designated by the Company.
- 2 . In providing the information under the preceding paragraph, a Supplier shall provide true and accurate information. If any registered information changes, or if any registered information is false or inaccurate, the Supplier shall promptly notify the Company and correct the registered information.

Article 4 (Management of Credentials)

- 1 . Each Authorized User shall properly manage and safeguard the Credentials required to use Coupa and the CSP with the due care of a prudent manager and shall prevent unauthorized use by any third party.
- 2 . An Authorized User shall not lend, assign, change the registered name of, sell, or otherwise dispose of the Credentials to or for any third party.
- 3 . If the Company or any third party suffers damage due to inadequate management of Credentials, an error in use, or any other cause attributable to a Supplier, the Supplier shall be liable for such damage.

- 4 . If an Authorized User becomes aware that Credentials have been stolen or disclosed, or have been used without authorization by a third party, the Authorized User shall immediately notify the Company and follow the Company's instructions.

Article 5 (Declarations of Intent)

- 1 . The Company and each Supplier mutually acknowledge that, except as otherwise provided by applicable law, any Declaration of Intent made through Coupa or the CSP shall be valid and effective as an official means of communication between the Company and the Supplier.
- 2 . If the content of a Declaration of Intent made through Coupa or the CSP conflicts with or differs from the content of a Declaration of Intent made by any other means, the Declaration of Intent made through Coupa or the CSP shall prevail. This shall not apply, however, where the other party has given prior written consent to give priority to a Declaration of Intent made by another means. If priority is given to a Declaration of Intent made outside Coupa or the CSP, the relevant information shall be promptly reflected in Coupa and the CSP after obtaining the other party's consent.
- 3 . A Declaration of Intent made between the Company and a Supplier through Coupa or the CSP shall be deemed to have reached the other party when the Declaration of Intent becomes available for viewing by the other party on Coupa or the CSP as electronic data in accordance with the prescribed method.

Article 6 (Data Retention and Prohibition of Tampering)

- 1 . Where required by applicable law, a Supplier may retain information provided by the Company through Coupa or the CSP for the period prescribed by applicable law using electronic recording media or any other method permitted by applicable law.
- 2 . A Supplier shall not alter or tamper with any Transaction Information retained pursuant to the preceding paragraph.

Article 7 (Confidentiality)

- 1 . A Supplier shall properly safeguard, with the due care of a prudent manager, all technical, commercial, and operational information concerning the Company, the Company's subsidiaries (meaning companies in which the Company directly or indirectly holds a majority of the voting shares; the same applies below), and the Company's business partners that the Supplier learns in connection with its use of Coupa or the CSP (the "Confidential Information"), and shall not use Confidential Information for any purpose other than transactions with the Company without the Company's prior written consent. However, information falling under any of the following items shall not be treated as Confidential Information under these Terms:

- ① Information that was already publicly known when received;
- ② Information that becomes publicly known after receipt through no fault of the Supplier;
- ③ Information already lawfully held by the Supplier without any obligation of confidentiality when received;
- ④ Information lawfully obtained by the Supplier from a duly authorized third party without any obligation of confidentiality; or
- ⑤ Information independently developed by the Supplier without reference to the Confidential Information.

- 2 . A Supplier shall not disclose or divulge Confidential Information to any third party. However, if a court or administrative authority (a “Governmental Authority”) requires disclosure of Confidential Information pursuant to any law, judgment, decision, or order, the Supplier may disclose the minimum amount of Confidential Information necessary to the Governmental Authority. In such case, the Supplier shall notify the Company that disclosure has been required and shall take the measures necessary to preserve confidentiality to the extent permitted by law.
- 3 . If a Supplier’s use of Coupa and the CSP ends for any reason, or if requested by the Company, the Supplier shall return or destroy the Confidential Information in accordance with the Company’s instructions.
- 4 . If the Company and a Supplier have separately entered into a confidentiality agreement in connection with their transactions, the provisions of that confidentiality agreement shall prevail over this Article.

Article 8 (Prohibited Conduct)

When using Coupa or the CSP, a Supplier shall not engage in any of the following acts or any act that may result in any of the following:

- ① Interfering with the use of Coupa or the CSP;
- ② Using Coupa or the CSP for any purpose other than conducting transactions with the Company;
- ③ Infringing any intellectual property right or other right of the Company or any third party;
- ④ Providing false information;
- ⑤ Causing damage to the Company or any third party;
- ⑥ Violating any law, regulation, public order, or generally accepted standards of morality;
- ⑦ Unauthorized access to, hacking, alteration of, reverse engineering of, or any other act that compromises the security of Coupa or the CSP;
- ⑧ Using Coupa or the CSP while impersonating another person;
- ⑨ Infringing the reputation, credibility, or privacy of the Company or any third party;

- ⑩ Entering or transmitting special care-required personal information or other sensitive information whose handling is restricted under the Act on the Protection of Personal Information or any other applicable law or regulation; or
- ⑪ Any act equivalent or similar to the foregoing, or any other act that the Company reasonably determines to be inappropriate.

Article 9 (Use of Coupa for Transactions with the Company's Subsidiaries)

1. The Company may permit its subsidiaries to use Coupa. A Supplier agrees that electronic transactions using Coupa may be conducted between the Supplier and a subsidiary of the Company and that these Terms shall apply to such transactions.
2. If a subsidiary of the Company conducts an electronic transaction with a Supplier using Coupa pursuant to the preceding paragraph, the Supplier shall owe that subsidiary obligations equivalent to those owed to the Company under these Terms, and references to the "Company" in these Terms shall be read as references to that subsidiary in relation to the electronic transaction. All rights, obligations, and liabilities arising from such electronic transaction shall belong to the subsidiary, and not to the Company.

Article 10 (Damages)

1. If a Supplier intentionally or negligently causes damage to the Company or any third party in connection with the Usage Agreement, the Supplier shall compensate for such damage.
2. The Company shall not be liable for any damage suffered by a Supplier in connection with the use of Coupa or the CSP, except where such damage is caused by the Company's willful misconduct or gross negligence.

Article 11 (Amendment of these Terms)

1. The Company may amend these Terms at any time in accordance with Article 548-4 of the Civil Code of Japan if either of the following applies. The amended Terms shall apply to the Usage Agreement after the amendment becomes effective.
 - ① The amendment conforms to the general interests of Suppliers; or
 - ② The amendment is not contrary to the purpose of these Terms and is reasonable in light of the necessity for the amendment, the appropriateness of the amended provisions, and the nature and other circumstances of the amendment.
2. When amending these Terms, the Company shall specify the effective date of the amended Terms and, at least two (2) weeks before that date, provide or publicly announce the details of the amendment by a method determined by the Company.

- 3 . Notwithstanding the preceding two paragraphs, if a Supplier continues to use Coupa or the CSP after notice of an amendment to these Terms, the Supplier shall be deemed to have agreed to the amendment.

Article 12 (Cancellation and Termination of Use)

- 1 . Upon termination of the Usage Agreement, a Supplier shall immediately cease using Coupa and the CSP, regardless of the reason for termination.
- 2 . These Terms shall remain in effect until the Supplier has completely ceased using Coupa and the CSP, regardless of the reason for termination.
- 3 . If a Supplier violates these Terms, or if the Company determines, on reasonable grounds such as unauthorized use, concerns regarding the Supplier's creditworthiness, or a violation of law, that it is inappropriate for the Supplier to continue using Coupa or the CSP, the Company may, upon written notice, deactivate the Supplier's access rights to Coupa and the CSP and terminate the Usage Agreement.
- 4 . Even after a Supplier has completely ceased using Coupa and the CSP, Articles 6, 7, and 10, Article 12.2, and Articles 16 through 18 shall survive for so long as the subject matter of those provisions continues to exist.

Article 13 (System Failures and Maintenance)

- 1 . If Coupa or the CSP becomes unavailable due to a malfunction of electronic communications equipment, disruption of an internet connection, or any other cause (collectively, a "Service Disruption"), the Company and the Supplier shall promptly notify the other party and consult regarding subsequent measures.
- 2 . In the circumstances described in the preceding paragraph, the Company and the Supplier shall, as necessary, use mutually agreed means to make Declarations of Intent and other communications until the Service Disruption is resolved.
- 3 . The Company shall not be liable for any damage suffered by a Supplier as a result of a Service Disruption.

Article 14 (Allocation of Costs)

- 1 . A Supplier shall, at its own expense, prepare the communications devices and other equipment required to use Coupa and the CSP and shall bear all communications charges, internet service provider fees, and other related expenses.
- 2 . The Company shall bear the costs incurred for the operation and maintenance of Coupa and the CSP.

Article 15 (Exclusion of Anti-Social Forces)

- 1 . A Supplier represents and warrants to the Company as follows:
 - ① Neither the Supplier nor any of its officers or any person who effectively controls its management is an organized crime group, a member of an organized crime group, a person who ceased to be such a member less than five (5) years ago, an associate member of an organized crime group, a company or organization affiliated with an organized crime group, a corporate racketeer, a person or organization fraudulently claiming to be a social or political activist, a special intelligence violent group, or any person or entity equivalent thereto (collectively, "Anti-Social Forces");
 - ② The Supplier has no relationship in which Anti-Social Forces are recognized as controlling its management;
 - ③ The Supplier has no relationship in which Anti-Social Forces are recognized as being substantially involved in its management;
 - ④ The Supplier has no relationship in which it is recognized as using Anti-Social Forces;
 - ⑤ The Supplier has no relationship in which it is recognized as being involved with Anti-Social Forces by providing funds, benefits, or conveniences to them; and
 - ⑥ The Supplier has no other socially reprehensible relationship with Anti-Social Forces.
- 2 . A Supplier covenants that it will not, directly or through any third party, engage in any of the following acts:
 - ① Making violent demands;
 - ② Making unreasonable demands beyond the scope of legal responsibility;
 - ③ Using threatening words or conduct or violence in connection with a transaction;
 - ④ Damaging the other party's credibility or obstructing the other party's business by spreading false rumors, using fraudulent means, or using force; or
 - ⑤ Any other act equivalent or similar to the foregoing.
- 3 . Regardless of whether the Company is at fault, if a Supplier falls under any item of Paragraph 1, engages in any act listed in the preceding paragraph, or makes a false statement regarding the representations and warranties under Paragraph 1, the Company may immediately terminate the Usage Agreement without any notice or demand to the Supplier.
- 4 . If the Usage Agreement is terminated pursuant to the preceding paragraph, the Supplier shall compensate the Company for any damage suffered by the Company.
- 5 . If the Usage Agreement is terminated pursuant to Paragraph 3, the Supplier shall not make any claim for damages against the Company, even if the Supplier suffers damage as a result of the termination.

Article 16 (Prohibition on Assignment of Rights and Obligations)

Without the Company's prior written consent, a Supplier shall not assign or transfer to any third party, or create any security interest over, all or any part of its status under the Usage Agreement or its rights or obligations under these Terms.

Article 17 (Governing Law and Jurisdiction)

- 1 . These Terms shall be governed by and construed in accordance with the laws of Japan.
- 2 . The Tokyo District Court shall have exclusive jurisdiction as the court of first instance over any dispute arising out of or in connection with these Terms.

Article 18 (Consultation)

Any matter not provided for in these Terms, or any question regarding their interpretation, shall be resolved through good-faith consultation between the Company and the Supplier.

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